

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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MERCEDES WOLFF,

*Plaintiff,*

v.

TEXAS ROADHOUSE HOLDINGS LLC,

*Defendant.*

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**Case 1:21-cv-11118**

**STIPULATED CONFIDENTIALITY AGREEMENT**

AND NOW, this 30<sup>th</sup> day of August, 2022, it is hereby stipulated and agreed by and between the undersigned counsel that that the parties to the above-captioned lawsuit (the “lawsuit”) agree to be bound by, and join in, the terms of the following Confidentiality Agreement:

The parties agree to the confidential and proprietary nature of Defendant’s drawings/plans for elevated dining booths and records pertaining to prior incidents which are similar in nature to Plaintiff’s claimed incident herein. No party to the above-captioned matter, their heirs, executors, administrators, attorneys, experts (both for trial and/or for consultation), investigators, witnesses and other persons acting on her behalf, other than Defendant, will give, share or otherwise divulge the contents of “Confidential and Commercial Information” i.e., information which is confidential or proprietary business information or the substance of the Confidential Documents, produced by Defendant in this action to any person or entity except to the Court and jury, the experts and consultants engaged by the party and/or her counsel in the lawsuit, and/or the witnesses, either expert or lay, who are contacted by the party and/or his/her/its/their counsel in connection with the lawsuit.

Plaintiff and her counsel, experts (whether for trial or for consulting purposes), investigators, fact witnesses and independent contractors will use the Confidential Documents

only in connection with the lawsuit.


Plaintiff/Plaintiff's counsel, their experts, consultants, independent contractors, investigators and witnesses contacted in this litigation to whom the Confidential Documents are disclosed and made available shall not, and will be instructed that they shall not, disseminate the Confidential Documents or any portion or substance thereof to others. All experts and consultants engaged by or on behalf of any party, and all witnesses, who are contacted in this litigation by any party or any party's counsel, to whom the Confidential Documents are disclosed and made available, shall before such disclosures, be instructed that they are bound by the terms of this Confidentiality Agreement. The Confidential Documents will be marked "CONFIDENTIAL-SUBJECT TO CONFIDENTIALITY AGREEMENT."

Upon completion of the trial and any appeals in this action and the satisfaction of any judgment or upon the conclusion of any settlement or dismissal involving all parties to the lawsuit, the parties, their counsel, and all of the parties' experts and consultants shall return all copies of the Confidential Documents to Defendant's counsel. Alternatively, the parties or their counsel shall supply Defendant's counsel a letter confirming that all Confidential Documents have been destroyed.

The provisions of this Order restricting communication, treatment and use of Confidential Information, shall continue to be binding after the termination of this Action.

**SO AGREED AND STIPULATED:**

**PEÑA AND KAHN, PLLC**

By:   
Eric J. Gottfried, Esq.  
Attorney for Plaintiff

Date: August 30, 2022

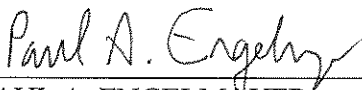
**WEBER GALLAGHER SIMPSON  
STAPLETON FIRES & NEWBY LLP**

By: /s/Samantha R. Aster, Esq.  
Samantha Aster, Esq.  
Attorney for Defendant

Dated: August 31, 2022

Dated: August 31, 2022

SO ORDERED.

  
PAUL A. ENGELMAYER  
United States District Judge